



City of Tacoma, WA

**CITY OF TACOMA / TACOMA PUBLIC UTILITIES /
TRANSMISSION & DISTRIBUTION**

REQUEST FOR PROPOSAL

ADVANCED DISTRIBUTION MANAGEMENT SYSTEM (ADMS)

SPECIFICATION NO. PT23-0091F



City of Tacoma
TACOMA PUBLIC UTILITIES / TRANSMISSION & DISTRIBUTION

REQUEST FOR PROPOSALS PT23-0091F
ADVANCED DISTRIBUTION MANAGEMENT SYSTEM (ADMS)

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, Sept. 12, 2023

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, sendbid@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

Maximum file size: 35 MB. Multiple emails may be sent for each submittal

Bid Opening: Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday's at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11:15 a.m. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org.

- [Register for the Bid Holders List](#) to receive notices of addenda, questions and answers and related updates.
- Click here to see a [list of vendors registered for this solicitation](#).

Pre-Proposal Meeting: A pre-proposal meeting will be held at 11:00 am Pacific Time, Thursday, August 10, 2023 via Microsoft Teams meeting.

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 261 781 350 331

Passcode: CSCZ3X

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 253-666-4424,973578502#](tel:+12536664424973578502) United States, Tacoma

Phone Conference ID: 973 578 502#

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Project Scope: The scope of this RFP includes the procurement and implementation of a new Outage Management System (OMS) training simulator and an upgrade or replacement of the current OMS. Also included will be the implementation of Distribution Supervisory Control and Data Acquisition (DSCADA) functions, and the acquisition and implementation of a Distribution Management System. Features will include advanced applications including fault location analysis (FLA), Distribution System State Estimation (DSSE), Fault Location Isolation and Service Restoration (FLISR), Ambient adjusted line ratings, and Volt VAR optimization (VVO).

Estimate: N/A

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code and in accordance with State of Washington law.

Americans with Disabilities Act (ADA Information): The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the *Additional Information* section.

Title VI Information: "The City of Tacoma" in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Tina Eide, Senior Buyer by email to teide@cityoftacoma.org.

Protest Policy: City of Tacoma protest policy, located at www.tacomapurchasing.org, specifies procedures for protests submitted prior to and after submittal deadline.


 **Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.**

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SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award.

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposal page.

The following items make up your submittal package:	
One electronic copy emailed to sendbid@cityoftacoma.org of your complete submittal package.	
Proposal Cover Letter & Executive Summary	
Signature Page (Appendix B)	
Attachment A – TPU Detailed Functional and Technical Requirements	
Attachment B - Detailed Cost and Staffing Model	
Information requested in the Content to be Submitted Section (Section 10)	
Respondent Proposed Project Management Approach and Methodology of Delivery, including Proposed Project Plan and RACI	
Respondent Proposed Organizational Structure	
Respondent Response/Redlines to TPU Terms and Conditions	
After award, the following documents will be executed:	
Services Contract	
Certificate of Insurance and related endorsements	

Definition of Terms and Abbreviations

Acronym / Term	Definition
Advanced Apps	Advanced Applications or modules that are part of a Distribution Management System
AD	Active Directory
ADMS	Advanced Distribution Management System
AMI	Automated Meter Infrastructure
AVL	Automatic Vehicle Location
BES	Bulk Electric System
CGI	Vendor of existing legacy OMS at TPU
CHRONUS	Historian software module from OSI
CIP	Critical Infrastructure Protection (as defined by NERC for protecting the BES)
CIS	Customer Information System
COTS	Configurable Off the Shelf
CSR	Customer Service Representative
DA	Distribution Automation
DAN	Data Acquisition Node
DER	Distributed Energy Resource
DERMS	Distributed Energy Resource Management System
DMS	Distribution Management System
DG	Distributed Generation
ECR	Engineering Change Request
EMS	Energy Management System
ESP	Electronic Security Perimeter
ERT	Estimated Restoration Time
ESRI	Vendor of GIS software for TPU
ETL	Extract, Transform and Load
EUN	ESRI Utility Network
FAN	Field Area Network
FAT	Factory Acceptance Test
FLA	Fault Location Analysis
FLISR	Fault Location Isolation Service Restoration
GIS	Geographical Information System
ICCP	Intra Control-Center Communications Protocol
IVR	Interactive Voice Response System
OCM	Organizational Change Management
OCP	Over Current Protection
OMS	Outage Management System
OTS	Operator's Training Simulator

PI	Standalone historian software from OSIsoft
MDMS	Meter Data Management System
MWFM	Mobile Workforce Management System
NERC	North American Reliability Corporation
RTU	Remote Terminal Unit
SAC	Selection Advisory Committee
SAP	Vendor of Enterprise Resource Planning software at TPU (includes CIS)
SCADA	Supervisory Control and Data Acquisition
SME	Subject Matter Experts
SAT	Site Acceptance Test
STLF	Short Term Load Forecast
TPU	Tacoma Public Utilities
UBLF	Unbalanced Load Flow
VVO	Volt Var Optimization

Respondent: refers to a supplier of goods and/or services who submits a Bid in response to this RFP.

Contract: refers to the ADMS contract to be executed by TPU and the Selected Respondent following the RFP process.

Potential Respondent: refers to a potential supplier of goods and/or services to whom TPU have sent this RFP.

Project: refers to the License and Implementation of the Advanced Distribution Management System for TPU as more specifically described in the “Scope of Services and Deliverables” section of this RFP.

Proposal: refers to a bid, quote or proposal submitted by a Respondent in response to this RFP.

Proposal Due Date: refers to the date by which a Proposal must be delivered to TPU to be considered for this RFP, which date is identified specifically in the Calendar of Events Section below.

Selected Respondent: refers to the Respondent(s) selected to provide the ADMS under this RFP.

RFP DOCUMENTS

This RFP includes and incorporates the following documents:

Attachment A:	TPU Detailed Functional and Technical Requirements
Attachment B:	Detailed Cost and Staffing Model (Pricing Form)
Appendix A:	Technical Specifications <ol style="list-style-type: none">1. Architecture Diagrams2. Sample Switching Documents3. Project Background and Sizing Assumptions
Appendix B:	Signature Page
Appendix C:	Sample Contract
Appendix D:	City of Tacoma Insurance Requirements

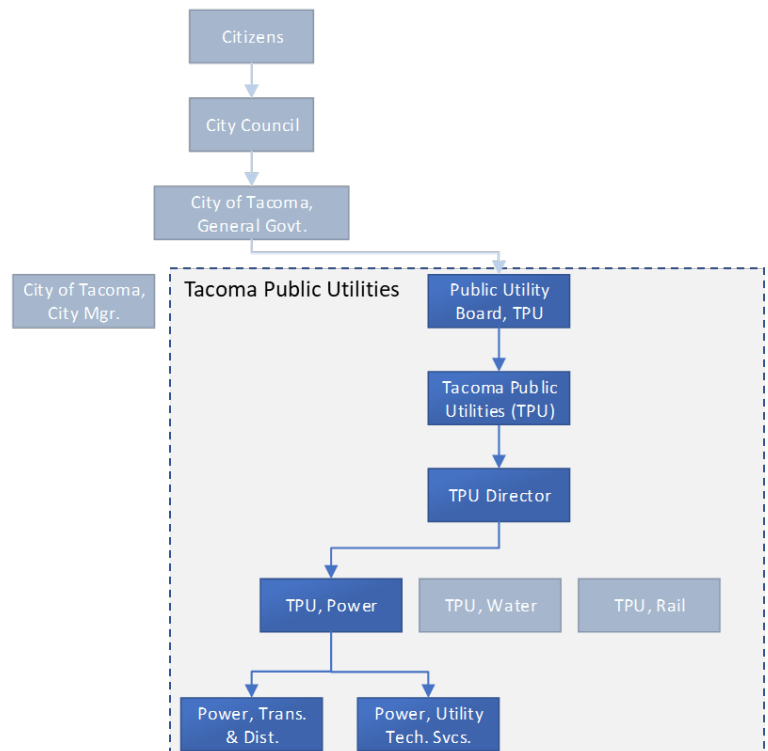
1. BACKGROUND

Publicly owned since 1893, Tacoma Public Utilities (TPU), Utility Technology Services (UTS) provides a variety of advanced technology services for the City of Tacoma's Power and Water utilities, including utility applications and project/ project management services. Tacoma Power provides electric service to the city of Tacoma, Fircrest, University Place, Fife, parts of Steilacoom, Lakewood, Joint Base Lewis-McChord and unincorporated Pierce County as far south as Roy serving approximately 200,000 customers.

To assist in understanding organizational structure and teams described throughout the RFP, the following information is provided.

Tacoma Public Utilities (TPU) is a department of the City of Tacoma. The TPU Power section includes the Transmission & Distribution (T&D) and Utility Technology Services (UTS) teams.

- Tacoma Public Utilities (TPU)
- Tacoma Power (TPWR)
- Power, Transmission & Distribution (T&D)
- Power, Utility Technology Services (UTS)



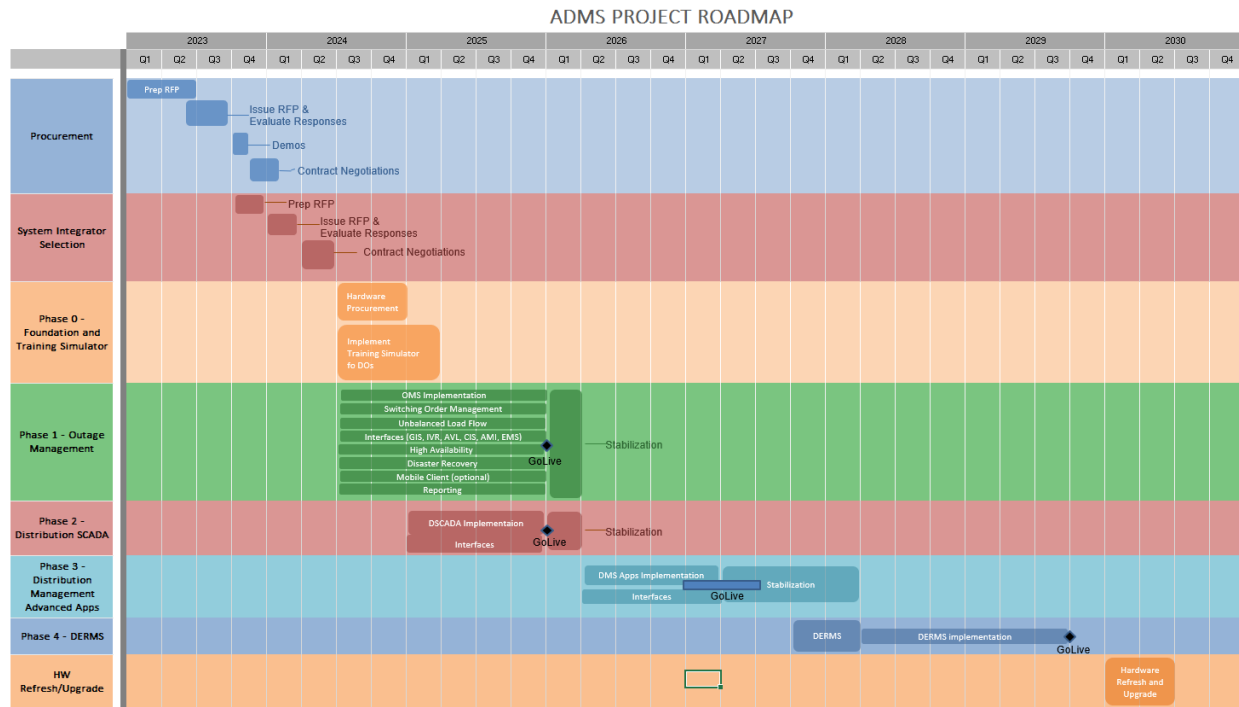
TPU's utility modernization strategic plan outlines a vision for effectively leveraging technology to ensure the utilities optimize operations, maintain and improve reliability and resiliency, enhance the customer and employee experience, and a continued focus on prioritizing safety. As an element of the strategic plan, TPU is moving forward on grid modernization initiatives that include a significant Advanced Distribution Management System (ADMS) project, embracing innovation and delivering affordable, reliable, and environmentally sensitive services to its customers.

TPU's overarching goal is to successfully implement a smart grid that brings the greatest benefit to customers: implementing a smart grid, efficiently and cost-effectively. TPU has developed a comprehensive strategy and roadmap for TPU's smart grid future. TPU will ultimately select and contract with a vendor to provide the required ADMS that is most consistent with the TPU strategy and roadmap. This Project requires the Respondent provide the detailed recommended solution set(s), including an overall illustration of the Respondent's product capabilities, delivery services, support model, and a clear understanding of the Total Cost of Ownership of the Respondent's solution.

To learn more about the City of Tacoma, visit www.cityoftacoma.org.

The City anticipates awarding a single Master Agreement to the selected Vendor for the procurement of an Advanced Distribution Management System (ADMS), delivery services and ADMS Request for Proposal
 Template Revised: 11/15/2022

support services for the ADMS. TPU has provided a high-level proposed schedule for the delivery of the ADMS in a Phased Approach shown below. TPU reserves the right to adjust the schedule for phasing following Phase 1 to allow of potential alternate business needs to be addressed. TPU will work with the selected vendor to evaluate any impacts to vendor's bids if such adjustment is determined to be necessary.



2. MINIMUM REQUIREMENTS

The ADMS vendor must meet the following minimum requirements to be considered responsive:

1. The vendor's ADMS solution must meet the Mandatory requirements identified in Attachment A – TPU Detailed Functional and Technical Requirements.
2. Vendor must be able to provide a certificate of insurance that meets the City of Tacoma's insurance requirements including cyber security, see Appendix D.

3. SCOPE OF SERVICES AND DELIVERABLES

It is the City's intent to select a consultant based on qualifications and abilities of the firm and key project individuals.

The ADMS Project (Project) is viewed as a critical component of TPU's smart grid. It provides a centralized platform for operators to interface with distribution system equipment and manage the operations of an evolving distribution system. Key functions include, Training Simulator, Outage Management, Switching Management, Unbalanced Load Flow (UBLF), Distribution Supervisory

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Control and Data Acquisition (DSCADA), and Distribution Management advanced applications. The ADMS detailed functional and technical requirements are included in Attachment A. Requirements that are considered mandatory are flagged in Attachment A.

Phases: The Project will be deployed in phases by function as described below and noted in Attachment A.

Phase 0 includes hardware procurement and training simulator.

Phase 1 includes core outage management functionality, call taking module, dashboard, Switch Order Management (SOM), unbalanced load flow (UBLF), interfaces for GIS, IVR, AVL, CIS, AMI and EMS integration via ICCP, crew assignments (optional), high availability, disaster recovery, mobile client (optional) and reporting.

Phase 2 will include Distribution Supervisory Control and Data Acquisition (DSCADA) functions including alarm management, historian and GIS interface including engineering data, Synergi and load profile data.

Phase 3 includes Distribution Management System (DMS) advanced applications including fault location analysis (FLA), Distribution System State Estimation (DSSE), Fault Location Isolation and Service Restoration (FLISR), Ambient adjusted line ratings, Volt VAR optimization (VVO) (optional), Short Term Load Forecasting (Optional) and weather forecast or load forecast interface.

Phase 4 is not considered to be in scope for the contracted project, but it is included to evaluate the vendor's capabilities to meet anticipated future needs.

Respondents are required to provide at minimum a Level 2 detailed project plan for Phases 0 through 3 and pricing that addresses phases 0 through 3.

The City has included the following Technical Specifications in Appendix A to provide the Respondents with more detailed information about the City's expected system sizing, performance and architecture. Respondents are requested to consider these details when preparing their response to this request for proposal

Technical Specification 1 - Solution Architecture

Technical Specification 2 - Sample documents

Technical Specification 3 - Project Background and Sizing Assumptions

4. CONTRACT TERM

The contract will be for a five-year period with the option to renew the contract three additional one-year terms. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

5. CALENDAR OF EVENTS

ADMS Request for Proposal

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This is a tentative schedule only and may be altered at the sole discretion of the City.

Contract may be issued after Public Utility Board approval.

The anticipated schedule of events concerning this RFP is as follows:

Publish and issue RFP:	7/31/2023
Pre-Proposal Meeting:	11:00 AM Pacific Time, 8/10/2023
Pre-Submittal Questions:	8/15/2023
Response to Questions:	8/24/2023
Submittal Due Date:	9/12/2023
Short List Notification:	October 2023
Demonstrations, on or about:	November 2023
Reference Site Visits	November 2023
Award Recommendation:	December 2023
Public Utility Board Approval:	March 2024

6. INQUIRIES

6.1 Questions should be submitted to Tina Eide via email to teide@cityoftacoma.org. Subject line to read:

PT23-0091F – Advanced Distribution Management System – *VENDOR NAME*

6.0 Questions are due by 3:00 pm on the date included in the *Calendar of Events* section.

6.1 Questions marked confidential will not be answered or included.

6.2 The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.

6.3 The answers are not typically considered an addendum.

6.4 The City will not be responsible for unsuccessful submittal of questions.

6.5 Written answers to questions will be posted along side the specifications at www.tacomapurchasing.org

7. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held at the date and time specified in the calendar of events, via Microsoft Teams meeting.

Join on your computer, mobile app or room device

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[Click here to join the meeting](#)

Meeting ID: 261 781 350 331

Passcode: CSCZ3X

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 253-666-4424,,973578502#](#) United States, Tacoma

Phone Conference ID: 973 578 502#

[Find a local number](#) | [Reset PIN](#)

8. DISCLAIMER

The City is not liable for any costs incurred by the Respondent for the preparation of materials or a submittal submitted in response to this RFP, for conducting any presentations to the City, or any other activities related to responding to this RFP, or to any subsequent requirements of the contract negotiation process.

9. EVALUATION CRITERIA

A Selection Advisory Committee (SAC) will review and evaluate submittals in two subsequent parts as described in this section below and section 10.

Part 1 of the evaluation will be based upon the table below and will result in a shortlist of respondents to move on to part 2.

Part 1 Criteria	Percentage %
Attachment A – TPU Detailed Functional and Technical Requirements	90%
Sustainability	5%
Equity in Contracting	5%
Total	100%

Only respondents shortlisted in Part 1 of the evaluation will be invited to provide demonstrations. Part 2 of the evaluation will be assessed based upon the below criteria.

Part 2 Criteria	Percentage %
Attachment A – TPU Detailed Functional and Technical Requirements	50%
Sustainability	5%
Equity in Contracting	5%
Respondent Demos	10%
Client References/Onsite Visit	20%
Attachment B - Product Cost, Maintenance & Support Costs and Delivery Services	10%
Cyber Risk Review	Pass/Fail

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Contract Exceptions	Pass/Fail
Total	100%

Additional detail on evaluation criteria is available in the Content to be Submitted section below.

- 9.1** The City reserves the right to visit facilities of selected Respondents and Respondent References for the purpose of evaluation of Respondents ADMS product.
- 9.2** The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.
- 9.3** A significant deficiency in any one criteria is grounds for rejection of the submittal as a whole.
- 10. CONTENT TO BE SUBMITTED – This section represents 100% of the possible scoring criteria.**

A full and complete response to each of the “CONTENT TO BE SUBMITTED” items is expected in a single location; do not cross reference to another section in your submittal.

Information that is confidential must be clearly marked and provide an index identifying the affected page number(s) and locations(s) of such identified materials. See Section 1 of the Standard Terms and Conditions – Solicitation 1.06 for Public Disclosure: Proprietary or Confidential Information.

Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFP, or not in conformity with law, may be rejected as being non-responsive. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFP. In the event Respondent would like to propose an alternate approach, that may be done in a separate “Alternate Approach” document.

Submittals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the respondent’s/team’s abilities to meet the requirement of this RFP. Emphasis will be on completeness of content. The written submittals should be prepared in the sequential order as outlined below.

The City reserves the right to request clarification of any aspect of a firm’s submittal or request additional information that might be required to properly evaluate the submittal. A firm’s failure to respond to such a request may result in rejection of the firm’s submittal. Firms are required to provide responses to any request clarification within two (2) business days, or as defined by the City in the request for clarification.

Requests for clarification or additional information shall be made at the sole discretion of the City. The City's retention of this right shall no way diminish a Proposer's responsibility to submit a submittal that is current, clear, complete and accurate.

The Respondents Proposal should include and be organized in the following manner:

Proposal Section	Description / Attachment(s)
1. Cover Letter	Provide a cover letter that includes a description of the Respondent's understanding of the scope and solution to be provided.
2. Executive Summary	Include an executive summary that briefly and concisely conveys what the Respondent sees as the most important messages of the proposal, the factors of differentiation, and the critical points that TPU should consider in its evaluation. Please explain how the Respondent's strategic direction will benefit TPU from immediate and long-term perspectives. The format of this item is at the discretion of the Respondent but should include an overview of the Respondent's understanding of the proposal requirements, the Respondent's response to the requirements, and the Respondent's experience with projects of this nature.
3. Respondent company information	Provide company information described in Vendor Info tab in Attachment A.
4. Completed response to TPU Detailed Functional and Technical Requirements identified in Attachment A.	Please fill in <u>Attachment A</u> and return in Excel format. Additional instructions for filling in the spreadsheet are included in the spreadsheet. PDF is not acceptable. A Glossary for the terms and acronyms used throughout the RFP documents is included above in this RFP document.
5. Project Management Approach and Methodology / Proposed Project Schedule/ Respondent Proposed Organizational Structure	<p>Include a detailed description of the Project Management Approach and Methodology to align with TPU's proposed phasing. Include Project Schedules for all phases except for phase 4. Identify the proposed timeline, key milestones, and major deliverables associated with providing the consulting and implementation services, assuming a project start date of April 1, 2024. Project schedules must be delivered in Microsoft Project format.</p> <p>Respondent must also include an organizational chart for the project delivery. This organizational chart should also include identification of the use of any subcontractors or partners included in respondent's proposal. Please provide resumes for the project team proposed in the organizational chart.</p>

Proposal Section	Description / Attachment(s)
6. RACI	Respondent should provide a RACI Matrix for the ADMS implementation by Phase, defining the Roles and Responsibilities required for the Vendor, the City, the OCM Vendor, and the System Integrator.
7. Detailed Cost and Staffing Model	Please fill in <u>Attachment B</u> in Excel format. Specifically complete Attachment B for TPU's proposed phasing and then complete Attachment B again for any other suggested Scenarios being provided by Respondent. Additional instructions for filling in the spreadsheet are included on each tab in the spreadsheet. PDF is not acceptable.
8. Respondent's Rate Card.	Provide respondent's Rate Card.
9. Hardware Quote or Configuration	Please provide a quote or a detailed hardware configuration to support Vendor's Solution.
10. Exceptions and Redlines to Contract	Please provide a list of exceptions and any redlines to the proposed contract in Appendix C. Redlined contract must be delivered in Microsoft Word format.
11. Appendices	At Respondents discretion, additional and supplemental material may be provided in appendices. If material in the appendices is referenced in part of the response to the detailed requirements, detailed section and page numbers must be provided.

Part 1 Criteria

10.1 Attachment A – TPU Detailed Functional and Technical Requirements

Attachment A contains the Functional and Technical Requirements specific for the ADMS. It is important for Respondents to fully read, understand and respond to the items in this document as per instructions indicated in the "INSTRUCTIONS" tab. The completed spreadsheet is required to be returned in electronic form with the Respondent's proposal response.

It is also important for Respondents to understand that the requirements requested span a large and broad set of capabilities by which TPU is looking to learn and understand not only what may be possible in its proposed implementation of the ADMS, but also to gain insight into the future state and intents of the product. Some requirements may not be met today while others are planned for in the future. Respondents should clearly understand the categories and phase for the requirements. It does not mean that ALL requirements will be implemented at once, nor is it a requirement for Respondent to meet ALL requirements in order to submit a proposal.

The scoring of the Detailed Functional and Technical Requirements may also be adjusted based upon clarifications and demo response.

10.2 Sustainability

Provide information on your company's commitment to the environment. Include your sustainability statement and current practices. For more information, see [Office of Environmental Policy and Sustainability - City of Tacoma](#).

A. Does the Respondent have an organizational sustainability plan and/or policy?

☐ Yes ☐ No

Provide additional information if checked "Yes," including whether it is made publicly available (provide link) and how it is communicated to employees.

B. Does the Respondent have:

- | | |
|--|--|
| • Greenhouse gas emission reduction targets? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Energy and water conservation targets? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Waste reduction targets? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Toxics use reduction targets? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Pollution reduction targets? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Measure progress regularly and publicly? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

C. How will the Respondent, through service delivery and/or their own operations during the contract period:

- Minimize greenhouse gas emissions?
- Minimize polluted stormwater runoff in Tacoma?
- Minimize waste generation?
- Minimize toxic use and/or generation?
- Minimize air pollution in Tacoma?
- Minimize resource extraction?

D. Demonstrate industry leadership across these areas? Is the Respondent an EnviroStars recognized business? Provide any relevant certifications and/or verified results.

10.3 Equity in Contracting

Is your firm, or the firm you are partnering with, certified with Washington State for any of the below categories. Confirmation of any of the below certifications will result in all points for this category.

- ☐ Combination Business Enterprise (CBE)
- ☐ Disadvantaged Business Enterprise (DBE)
- ☐ Minority Business Enterprise (MBE)

- ☐ Minority/Women Business Enterprise (MWBE)
- ☐ Small Business Enterprise (SBE)
- ☐ Socially and Economically Disadvantaged Business Enterprise (SEDBE)
- ☐ Women Business Enterprise (WBE)

Part 2 Criteria

Part 2 criteria includes the above three criteria along with the following.

10.4 Respondent Demos

The shortlisted vendors based on Part 1 criteria scoring will be invited to perform a two and half day vendor demonstration at TPU's offices. The first day and half will be used for product demonstrations based upon the demonstration scripts. The remainder of the time will be used for vendor interviews and discussions to cover the aspects of the proposals not related specifically to the product functionality such as system architecture, vendor qualifications, vendor implementation services, and training.

Demo scripts will be developed and provided to the Shortlist ADMS vendors. The vendors will be given sample TPU GIS data for the purpose of demonstrating that their system can use the TPU GIS data.

- 10.5** The SAC will schedule the demonstrations/interviews with the contact person provided in the Respondent's proposal. Additional information will be provided at the time of invitation. At this time, it is anticipated that the main objective of the demonstrations will be for the TPU to see the product features and functionalities as requested in the demonstration scripts, to discuss the product support services and roadmap, and to meet the project manager and key personnel that will have direct involvement with the project and hear about their relevant experience and expertise. Following the demos, the Detailed Functional and Technical Requirements scoring may also be adjusted based upon the demonstration.

10.6 Client References / Onsite Visit

Reference checks for the shortlisted vendors will be done with two to three customers for each ADMS vendor. The reference check will include a list of questions that will be asked of each client for all the shortlisted vendors. In addition to the reference check interviews, TPU may conduct an onsite visit or virtual visit with at least one of the Respondent's references. Such site visits should ideally include interviews with NERC Certified System Operator's and/or Distribution Operators and a visit to the utilities control room where the software is installed .

10.7 Product Cost, M&S Costs and Delivery Services

The Proposal must include complete pricing information with respect to all options if more than one is proposed. Bidder is required to provide their pricing in the format provided in Attachment B, the Respondent's Detailed Cost and Staffing Model.

The Respondent is responsible for proposing all products, terms and/or services that will be required for or incidental to the successful delivery of the ADMS requested in this RFP, including but not limited to products, terms, and services that may not have been specifically identified or requested in the RFP. Respondents Detailed Costs and Staffing Model for the delivery of the ADMS solution should include tasks and factors defined in the Respondent's Project Management Approach and Methodology, proposed project schedule and RACI. If the Respondent's Proposal is accepted and the Respondent failed to propose any such required or incidental product, term, or service, the Respondent will be responsible for providing such product, term, or service at no additional cost to the City.

To be clear, Respondent's pricing must include the following:

1. Software Licensing Model
2. Software Maintenance and Support Model
3. Delivery of Solution – Services and training, including proposed travel requirements and costs associated with Respondents Project Management Approach and Methodology, proposed project schedule and RACI.
4. Vendor Services Rate Card
5. Hardware quote and/or hardware configuration. The hardware configuration must support the functionality proposed and the meet all items specified in the sizing and performance spreadsheet Technical Specification 3 – Project Background and Sizing Assumptions. The City will determine at the time of contract negotiation whether to procure the hardware from the Vendor or separately.

Respondent shall provide a hourly billing rate by job type or classification in addition to the Attachment B: Detailed Cost and Staffing Model (Pricing Form).

For items 1 and 2 above, the following items must be itemized as optional offerings that the City will select whether to include in the final project at the time of contract negotiation:

1. Mobile Client
2. Volt/VAR Optimization
3. Load Forecasting

Note: Phase 4 items should not be quoted.

Please provide any considerations regarding any pricing impacts if there is a gap between the start of Phase 2 following Phase 1. Additionally, should Respondent elect to provide an Alternate Approach in addition to the response requested, Respondent should include pricing and the schedule associated with such Alternate Approach in the same form.

10.8 Cyber Risk Review – Pass/Fail

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Appendix C contains general information technology and information assurance requirements that are applied across all technologies employed at the City. These represent the specific compliance requirements that need to be met in order to maintain the required standards at THE CITY. Respondents are required to complete the spreadsheet per instructions on the "INSTRUCTIONS" tab and return the electronic file with the Respondent's proposal response.

10.9 Credit Card Acceptance – Not Scored

Provide a statement regarding your ability to meet the City's credit card requirements(below) as well as identifying your reporting capabilities (Level I, II, or III). This information is not a consideration in the evaluation process.

10.10 Contract Exceptions – Pass/Fail

Do you take exceptions to any of the City of Tacoma's Standard Terms and Conditions? Please provide a list of exceptions and any redlines to the proposed contract in Appendix C. Redlined contract must be delivered in Microsoft Word format.

11. INTERVIEWS / ORAL PRESENTATIONS

As more specifically described in the Evaluation Criteria Section above, an invitation to interview may be extended to Respondents based on SAC review of the Part 1 Criteria of written submittals. The SAC reserves the right to adjust scoring based on additional information and/or clarifications provided during interviews. The SAC may determine additional scoring criteria for the interviews following evaluation of written submittals.

The City reserves all rights to begin contract negotiations without conducting interviews.

12. RESPONSIVENESS

Respondents agree their submittal is valid until a contract(s) has been executed.

All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. The Respondent is specifically notified that failure to comply with any part of this RFP may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial.

The final selection, if any, will be that submittal which, after review of submissions and potential interviews, in the sole judgement of the City, best meets the requirements set forth in this RFP.

13. ACCEPTANCE / REJECTION OF SUBMITTALS

Respondents are advised that the City reserves the right to cancel award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In submitting a Submittal, Respondents agree that the City is not liable for any costs or damages for the cancellation of an award.

The City reserves the right and holds at its discretion the following rights and options:

- To waive any or all informalities
- To award one or more contracts
- To not award a contract
- To issue subsequent solicitation

14. ACCEPTANCE OF SUBMITTAL CONTENTS

The Submittal contents of the successful Respondent will become contractual obligations if a contract ensues.

15. CONTRACT OBLIGATION

The selected Respondent(s) will be expected to execute a contract with the City. As part of the negotiation process, Respondents may propose amendments to the contract, but the City, at its sole option, will decide whether to open discussion on each proposed amendment and determine the final contract to be used. At a minimum, any contract will incorporate the terms and conditions contained herein.

16. STANDARD TERMS AND CONDITIONS

City of Tacoma [Standard Terms and Conditions](#) apply.

17. INSURANCE REQUIREMENTS

Successful proposer will provide proof of and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements contained in this solicitation. Please see Appendix D.

18. PAID LEAVE

Effective February 1, 2016, the City of Tacoma requires all employers to provide Paid Leave and Minimum Wage, as set forth in Title 18 of the Tacoma Municipal Code. For more information visit <http://www.cityoftacoma.org/employmentstandards>.

19. PARTNERSHIPS

The City will allow firms to partner in order to respond to this RFP. Respondents may team under a Prime Respondent's submittal in order to provide responses to all sections in a single submission; however, each Respondent's participation must be clearly delineated by section. The Prime Respondent will be considered the responding vendor and the responsible party at contract award. All contract negotiations will be conducted only with the Prime Respondent. All contract payments will be made only to the Prime Respondent. Any agreements between the Prime Respondent and other companies will not be a part of the agreement between the City and the Prime Respondent. The City reserves the right to select more than one Prime Respondent.

20. COMMITMENT OF FIRM KEY PERSONNEL

The Respondent agrees that key personnel identified in its submittal or during contract negotiations as committed to this project will, in fact, be the key personnel to perform during the life of this contract. Should key personnel become unavailable for any reason, the selected Respondent shall provide suitable replacement personnel, subject to the approval of the City. Substantial organizational or personnel changes within the agency are expected to be communicated immediately. Failure to do so could result in cancellation of the Contract.

21. AWARD

After the Respondent(s) is selected by the SAC and prior to award, all other Respondents will be notified via email by the Purchasing Division.

Once a finalist (or finalists) has been selected by the Selection Advisory Committee, contract negotiations with that finalist will begin, and if a contract is successfully negotiated, it will, if required, be submitted for final approval by the Public Utility Board and/or City Council.

22. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the [City's Sustainable Procurement Policy](#) and [Climate Action Plan](#), it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

The City of Tacoma encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:

- Durability, reusability, or refillable;
- Pollutant releases, especially persistent bioaccumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts;
- Toxicity of products used;
- Greenhouse gas emissions, including transportation of products and services, and embodied carbon
- Recycled content;
- Energy and water resource efficiency;

23. PROPRIETARY OR CONFIDENTIAL INFORMATION

The Washington State Public Disclosure Act ([RCW 42.56 et seq.](#)) requires public agencies in Washington make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this RFP shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

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Information that is confidential or proprietary must be clearly marked. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release.

24. ADDENDUMS

In the event it becomes necessary to revise any part of this RFP, an addendum will be posted alongside specifications at www.tacomapurchasing.org. Failure to acknowledge addendum(s) on the required Signature Page may result in a submittal being deemed non-responsive by the City.

25. LEAP REQUIREMENTS

This project has no LEAP requirements; however, the City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local economically distressed areas, youth, veterans, minorities, and women. Please contact the [LEAP Office](#) for assistance in locating qualified employees. Visit the [LEAP website](#) for more information.

26. EQUITY IN CONTRACTING

This project has no EIC requirements, however, the City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

APPENDIX A – TECHNICAL SPECIFICATIONS -

TPU Architecture Diagram

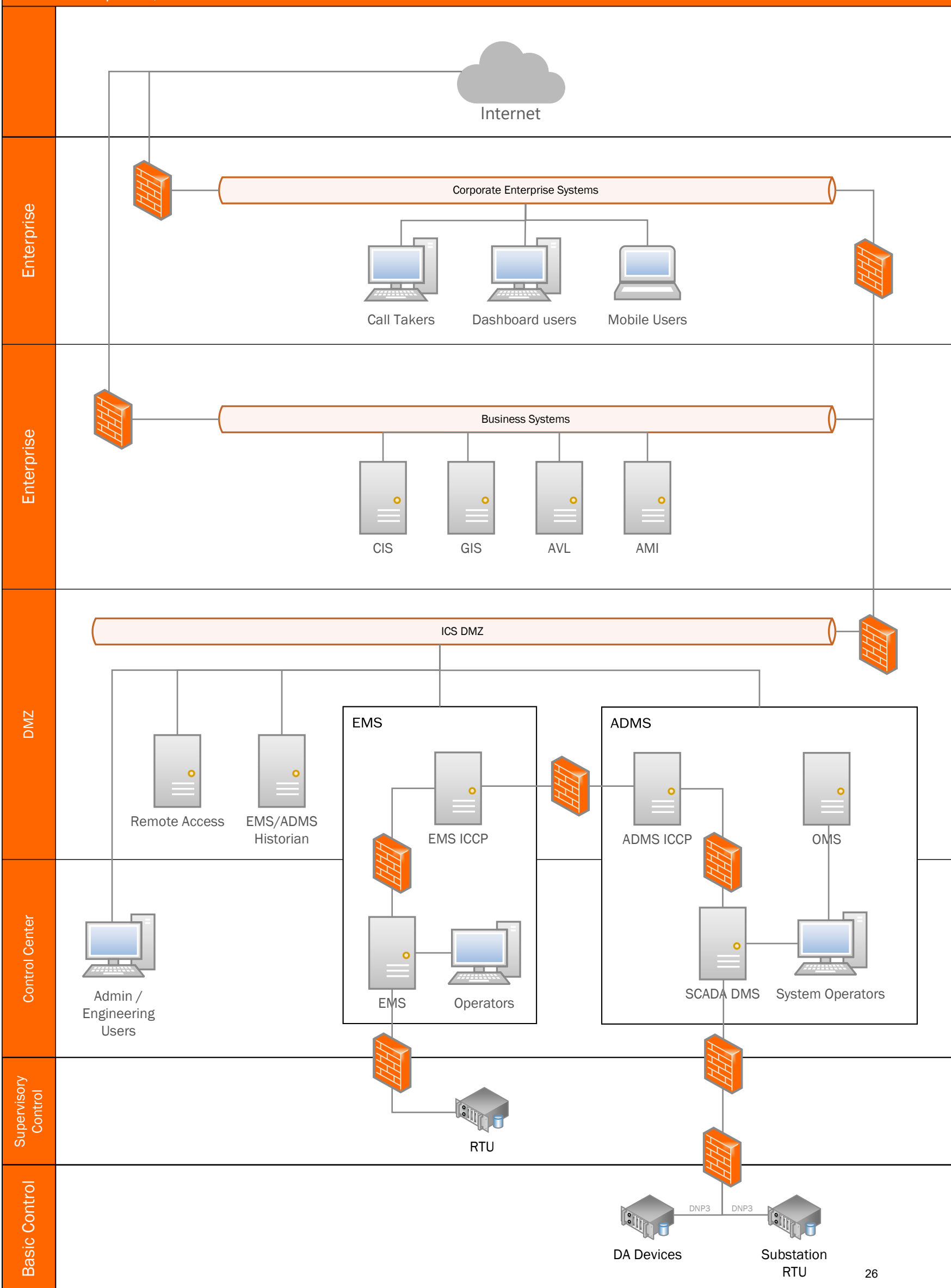
Tacoma Public Utility Switching Request and Plan Example

Project Background and Sizing Assumptions

Tacoma Power Network Diagram



Version 6.0 April 26, 2023



Tacoma Power Environment Diagram



Version 1.0 May 3, 2023

Energy Control Center (ECC)
- Production



Primary



QA/Test



Development



Training

Back Up Control Center
(BUC) - Warm Site



Primary
Back Up



QA/Test
Back Up

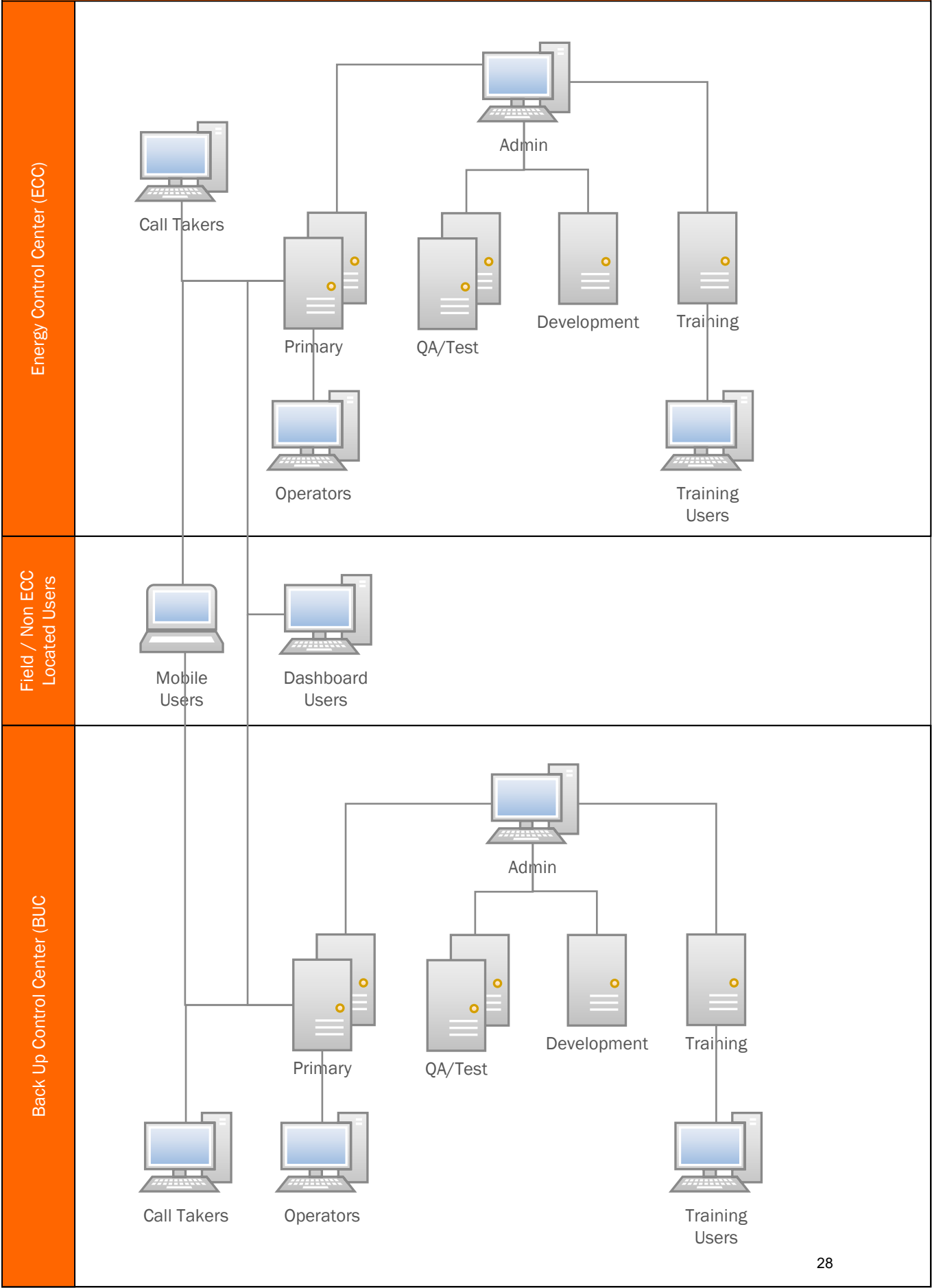


Development
Back Up

Tacoma Power Physical Diagram



Version 1.0 May 3, 2023



Program Log Sheet

Switching Center

Path Name:

Log Sheet #:S22068149

File Name:UNION-4 _ 8/11/2022 _ S22068149

Program Page:1 of 2

Stations and/or Departments: <Unknown>, UNN-UNION				
Day: Thursday	Date: 8/11/2022	From: 07:00:00	To: Compl	Start: 16:00:00
Equipment Requested: Union-4 OH @ pole 18716 002 Jared Miles				
Purpose: Replace pole 18716				
Date Rcvd: 8/2/2022	Time Rcvd: 16:21:51	Req. By: Hayden Norwood	Recv. By: Hayden Norwood	

1.a _____ *** Perform switching with 346 Jesse Bauer. 002 Miles will lift vertical jumpers at 18716 ***

1 _____ CLOSE 2268SG TO 2168P . Making a loop in the Union-4 UG
NOTE:

2 _____ OPEN & INSTALL TAG 12-987, . Breaking the loop in UNION-4
NOTE: Jared Miles

3 _____ At pole 18716, lift the 3 phase vertical jumpers and tag. De-energizing wire only.
NOTE: Jared Miles

3.a _____ INSTALL TAG @ 18716
NOTE: Jared Miles

4 _____ Confirm Protection Point(s)

5 _____ Issue DISTRIBUTION CLEARANCE (D-S22068149-1)
NOTE: Section of Union-4 OH has been KILLED, CLEARED AND TAGGED FOR "Jared Miles" from disconnect 12-987, to the lifted 3 phase vertical jumpers at pole 18716, going south to pole 21232.

All Shifts Check
&Initial:

Day: _____ Swing: _____ Grave: _____ Supv.: _____

Program Log Sheet

Switching Center

Path Name:

Log Sheet #:S22068149

File Name:UNION-4 _ 8/11/2022 _ S22068149

Program Page:2 of 2

- 6 _____
- Release DISTRIBUTION CLEARANCE (D-S22068149-1)
NOTE: Jared Miles releases clearance D-S22068149-1, all personnel and equipment are in the clear, all portable S&G have been removed, ready for service.
- 7 _____
- At pole 18716, remove tag and install the 3 phase vertical jumpers. Energizing wire only.
NOTE: Jared Miles
- 10 _____
- REMOVE TAG FROM 18716
NOTE: Jared Miles
- 8 _____
- REMOVE TAG & CLOSE 12-987, . Making a loop in UNION-4
NOTE: Jared Miles
- 9 _____
- OPEN 2268SG TO 2168P . Breaking the loop in UNION-4
NOTE:

All Shifts Check
&Initial:

Day: _____ Swing: _____ Grave: _____ Supv.: _____



User: Mike Grohoski

Date: 3/9/2023

Time: 09:54:09

DISTRIBUTION CLEARANCE

Clearance Number:	D-S22068149-1
Line or Equipment:	Union-4 OH
Remarks:	No customer outage Close 2268SG before opening 12-987
Purpose:	Replace pole 18716
Person to Take Clearance:	Jared Miles
Clearance:*	Section of Union-4 OH has been KILLED, CLEARED AND TAGGED FOR "Jared Miles" from disconnect 12-987, to the lifted 3 phase vertical jumpers at pole 18716, going south to pole 21232.

Clearance Points

Location	Designation		
12-987,			
Lifted 3 phase vertical jumpers at pole 18716, going south to pole 21232.			

Location of Shorts and Grounds

Location	Designation	Details	Comments
----------	-------------	---------	----------

Other Relevant Information

Description	Value
DESIRED DATE	8/11/2022 08:00:00
DURATION	8 HR
RELAYS	
REQUESTED DATE	8/2/2022 16:44:00
PEAK RC NOTIFIED	
NEIGHBORING SYS	
COPIES DISTRIBUTED	
CUSTOM STUDY REQUIRED	
CUSTOM STUDY COMPLETED	
DISPATCHER(S)	Norwood/Trimmer/Mitcham/Owens

Switched and Tagged Date _____ Time _____ By _____

Issued Date _____ Time _____ By _____

Released Date _____ Time _____ By _____

Resource Operations Initials: _____

***NOTE: Clearance is NOT in effect until verbally issued by the Dispatcher**

Instructions

Facility and Performance Instructions	
1	The facilities counts for each operating company, the UI performance, operations performance and testing & demonstration tabs of this spreadsheet should be used to establish all hardware sizing, software license, maintenance, support, implementation effort and pricing for all aspects of the response to this RFP.
2	Pricing quotes and schedules should indicate which quantities from this spreadsheet were used for the license, services, or support quoted.
3	Tabs included: TPU Facilities, Consoles, User counts, Training Counts, UI Performance, Operational Performance, Testing and Demonstration.

Facilities

Facility counts	Initial Sizing	Future Sizing (assumes 30% except as noted)	Notes
Distribution Substations	63	82	
Feeders (circuits)	204	266	
GIS asset object counts			
Air switches (Primary Switch)	4205	5467	
Remotely Controlled Air switches (subset)*	5	7	
Cut Outs (Disconnects)	11660	15158	
Sectionalizer	56	0	
Capacitors (or capacitor banks)	89	116	
Remotely Controlled Capacitors	0	25	
Recloser	22	500	
Remotely Controlled Reclosers (subset)	0	500	
Regulator	17	25	
Switch Gear (Primary Bus with codes)	320	640	
Primary Meter (Primary Customers)	151	197	
Overhead Transformer (Pole Mount)	24098	25000	
Pad Mount Transformers	13412	17436	
Line-monitors (Primary Fault Indicator)	7356	9563	
Utility Owned Poles	49963	64952	
Telco owned poles	95	124	
Line Fuses	13117	17053	
Risers	15702	20413	
Manholes	527	1054	
Pull boxes (handhole)	No Way to determine		
Service boxes (vault)	19992	39984	
OH primary conductor	38636	50227	
OH secondary conductor	19488	25335	
OH service conductor	Not mapped		
OH streetlight conductor	Not mapped		
UG primary conductor	55696	72405	
UG secondary conductor	52319	68015	
UG service conductor	Not mapped		
UG streetlight conductor	Not mapped		
Customer Meters	184678	240082	
Number of customers	187231	243401	

System

System Sizing	Initial Sizing	Future Sizing	Notes
Platform			
Redundancy Required (Yes/No)	Yes		EMS Redundancy is noted, OMS redundancy in ADMS (cold)
Hardware Manufacturer Preference	Dell		State contract, Dell suppliers (VxRail)
Server Operating System Preference (Windows, Linux, or Unix)	Windows		Windows Server 2019 is the current default OS
RDBMS Preference (Oracle, MS SQL, MySQL)	none		We do not have support ability/expertise for Oracle, slight preference PostgreSQL and MS SQL <i>Current OMS utilizes Oracle on Win OS -AP</i>
Backup Solution (i.e. Tape Backup) Required (Yes/No)	no		
ADMS GPS Time & Frequency Unit (Yes/No)	Arbiter - yes		
Firewalls Required (Yes/No)	yes		
FEP			
PCI Serial Ports	none		
No. of Scanned RTUs (Total)	60	78	
No. of IP based RTUs (If any)	60	78	
RTU Protocols	DNP 3.0		
SCADA			
No. of Telemetered Analog Points	3600	12180	
No. of Telemetered Status Points	9500	14850	
No. of Calculated Points	100	1000	Both columns are SWAGs- Planned initiatives should increase future state
No. of Control Points	650	2000	
No. of Accumulator Points	200	600	Accumulators are at a number of sites, but not being used. It is not clear if this will remain the norm; the number given assumes an implementation plan in the future
Historical Archival			
No. of Analog Points Archived per Hour	3.24M	6.8M	
No. of Status Points Archived per Hour	600k	1.2M	
Corporate HIS/Web Server Required (Yes/No)	yes	yes	
Number of Concurrent HIS/Web Users	15	50	swag(storm mode with added field, office, call center, engineer ...)
Third-party Historian Interfaces (OSIsoft PI, eDNA, etc.)	PI	PI	PI installation is pending.
Data Links			
No. of ICCP Links (Local AR's)	1	1	TPWR's EMS
No. of ICCP Out Links (Remote AR's)	4	5	RC West, BPA, PSE, SCL, Market+
No. of ICCP Data Transfer Sets	2 to 10	4 to 20	depends on limitations on dataset size
No. of Analogs (ICCP import)	1500	3000	
No. of Status points (ICCP import)	1400	3000	
No. of Analogs (ICCP export)	2000	3000	Assumes info sharing via ICCP
No. of Status points (ICCP export)	2000	3000	
Periodicity of ICCP Analogs imports (sec)	10	10	

System

System Sizing	Initial Sizing	Future Sizing	Notes
Periodicity of ICCP Status Point imports (sec)	by exception	by exception	
Periodicity of ICCP Analogs exports (sec)	10	10	
Periodicity of ICCP Status Point exports (sec)	by exception	by exception	
No. of Analogs (DNP export)	0	0	
No. of Status points (DNP export)	0	0	

Consoles

	ECC	BUCC	Training	ECC Back Office	EMS Team	Planning Team	UTS Team	Total
Full Consoles	8 (5 Desks, 3 back bar)	5 (Desks)	7	4 (2 supv, 2 liasion)	4 (desks)	0	0	28
Monitors	28 (5ea x 4, 2ea x 4)	22 (4ea x 5, 2ea x 1)	28 (4ea x 7)	16 (2ea x 8)	10 (2ea X 5)	6 (2ea x 3)	14 (2ea x 7)	124
Support Consoles	1 (EMS Team, Support)	4 (3 headless, 2 EMS, 2 consultant, remote)	0	0	2 (1-1st floor ECC suport, 1 headless 3rd floor)	3 (1 ABN, 1 ECC, 1 BUCC)	0	10
OMS Only	0	0	0	4 (1 Compliance, 1 ASM, 1 Mgr, 1 Sr MGR)	0	0	7	11
Video Wall	2 consoles/video controllers (proprietary from video vendor), 1 data switch, 8 x 50"commercial displays	NA	NA	NA	NA	NA	NA	NA
Other Items	NA	NA	16 KVM	NA	4 KVM	NA	NA	NA

Glossary

Headless= Remote workstations only- No monitors required

ECC = Energy Control Center / System Operators

BUCC = Back Up Control Center

Training = Systems Operations training

ECC Back Office = Supervisory and Admin Staff

UTS = Utility Tech Support/IT Adminsitration

User Counts

Client Types	Type	Environment					Totals
		Production	Development	Test/QA	Training	Disaster Recovery	
Operators	Thick Client	12	2	2	12	12	28
Viewers	Browser/app based	100	2	2	12	100	116
Call Takers	Browser/app based	50	2	2	12	50	66
Mobile Users	Browser based or mobile app	150	2	2	12	150	166
Totals		312	8	8	48	312	376

Notes

1. This spreadsheet represents the number of concurrent users by role type and environment. For example, if system operations runs three shifts per day, with 5 users on from 7am-3pm, 4 users on from 3pm-11pm and 2 users on from 11pm-7am, the number of concurrent users is 5 (the max per shift) and not the total number of users that access the system in that day (11).
2. For training, consider how many users would be in a training class at one time. For example, if there are 12 attendees in a training class and 1 instructor, this would be 13 users
3. To minimize number of software licenses, TPU could use the Test/QA environment for training. However, if this is the direction, it should be specifically made a requirement in the RFP as some vendors do not permit training to be conducted in other environments.
4. For Development and Test/QA, typically these are low quantities of users as there are just a few people who work in these environment.
5. Do we want to specify that the viewers are only accessing a browser based version and not the full client where they are just restricted of what they can perform based on role based access? Vendors who offer browser based clients are often priced lower than full clients.

Training Counts ph 123

Phase 0, 1, 2			
System Operator Training	Class 1	Class 2	Class 3
Training Content	Train the trainer for system operators	System Operator Fundamentals	Applied usage
Training conducted by:	Vendor	Vendor	TPU
Who attends?	TPU system operator trainers	TPU system operators	TPU system operators
How many are attending?	5	30	30
When does this occur?	aproximately 6 months into project	2 months after class 1	Immediately after class 2 is complete
Target duration, vendor to provide details.	1 week	1 week	1 week
Number of times given.	1	4 (must be on consecutive weeks)	4 (must be on consecutive weeks)
Where does training take place?	Vendor location	at TPU	at TPU
System Admin Training (ADMS Engineers)	Class 1	Class 2	Class 3
Training Content	System architecture, Admin basics, Configuration, interfaces, displays	Scripting, reports, advanced config	Maintenance, troubleshooting
Training conducted by:	Vendor	Vendor	Vendor and/or SI
Who attends?	All EMS/ADMS engineers	All EMS/ADMS engineers	All EMS/ADMS engineers
How many are attending?	3-4	3-4	3-4
When does this occur?	As soon as vendor is selected	before FAT	before SAT
Target duration, vendor to provide details.	1 week		
Number of times given.	2	2	2
Where does training take place?	Vendor location	Vendor location	Vendor location
System Admin Training (OT/IT Engineers)	Class 1	Class 2	Class 3
Training Content	System architecture, interfaces		Maintenance, troubleshooting
Training conducted by:	Vendor		Vendor and/or SI
Who attends?	IT Support engineers		IT Support engineers
How many are attending?	4		4
When does this occur?	As soon as vendor is selected		before SAT
Target duration, vendor to provide details.	1 week		3 Days
Number of times given.	2		2
Where does training take place?	At TPU		At TPU
View Only User Trainer	Class 1	Class 2	Class 3
Training Content	ADMS Features, Navigation, Reporting	N/A	
Training conducted by:	Vendor		
Who attends?	Management/technical staff at TPU; customer selected		
How many are attending?	Up to 25 per class		
When does this occur?	Up to one week before go-live		

Training Counts ph 123

Phase 0, 1, 2			
Target duration, vendor to provide details.	2- 4 hours		
Number of times given.	Once, plus recording and documentation access		
Where does training take place?	Virtual		
Call Taker User Trainer	Class 1	Class 2	Class 3
Training Content	ADMS call taking application features, navigation, functionality; syllabus elements specific to call taking process	N/A	N/A
Training conducted by:	Vendor		
Who attends?	TPU Customer Service staff identified as Call Takers		
How many are attending?	No more than 10 per class		
When does this occur?	Up to one week before go-live		
Target duration, vendor to provide details.	4 hours		
Number of times given.	Up to 8- with 50 CS staff would need core classes for most staff plus 3 other classes to account for shift workers		
Where does training take place?	On-site		
Mobile User Trainer (Optional)	Class 1	Class 2	Class 3
Training Content	Train the Trainer syllabus content- Functionality and navigation of ADMS Mobile App (if procured)	N/A	N/A
Training conducted by:	Virtual		
Who attends?	TPU Staff selected and Mobile App Trainers		
How many are attending?	Up to 3		
When does this occur?	Up to one week before go-live		
Target duration, vendor to provide details.	2 hours		
Number of times given.	One, plus access to documentation		
Where does training take place?	Virtual		

Training Counts ph 3

Phase 3			
System Operator Training	Class 1	Class 2	Class 3
Training Content	Advanced simulations of Plans and SOPs	Advanced simulations of Plans and SOPs	Advanced simulations of Plans and SOPs
Training conducted by:	TPU system operator trainers	TPU system operator trainers	TPU system operator trainers
Who attends?	System Operators	System Operators	System Operators
How many are attending?	30	30	30
When does this occur?	From SAT to Go-Live	From SAT to Go-Live	From SAT to Go-Live
Target duration, vendor to provide details.	3 weeks	3 weeks	3 weeks
Number of times given.	3	3	3
Where does training take place?	System Operations Classroom	System Operations Classroom	System Operations Classroom
System Admin Training (ADMS Engineers)	Class 1	Class 2	Class 3
Training Content	Advanced topics around system design as determined to be needed	Advanced topics around system design as determined to be needed	Advanced topics around system design as determined to be needed
Training conducted by:	Vendor	Vendor	Vendor
Who attends?	All EMS/ADMS engineers	All EMS/ADMS engineers	All EMS/ADMS engineers
How many are attending?	3-4	3-4	3-4
When does this occur?	As soon as vendor is selected	before FAT	before SAT
Target duration, vendor to provide details.	1 week		
Number of times given.	2	2	2
Where does training take place?	Vendor location	Vendor location	Vendor location

UI Performance

Action	Steady State (Max Time)	High Activity (Max Time)	Notes
Default response	0.5 (1) second	1.5 (3) seconds	98% of actions complete within the maximum time. 100% within 1.5 times the maximum.
Display request	0.5 (1) second	1.5 (3) seconds	98% of actions complete within the maximum time. 100% within 1.5 times the maximum.
Distribution Circuit geographic and schematic display callup	2 (5) seconds	3 (6) seconds	98% of the actions complete within the maximum time. 100% within 1.5 times the maximum.
Information storage and retrieval display requests	2 (4) seconds	4 (6) seconds	98% of actions complete within the maximum time. 100% within 1.5 times the maximum.
Display data update (subsequent to the initial presentation of data) (Auto-refresh)	1 (1) seconds	1 (1) seconds	4 second periodicity (time shall be updated at a 1 second periodicity) 98% of actions complete within the maximum time. 100% within 1.5 times the maximum.
Alarm and event annunciation	1 (2) second	1.5 (3) seconds	98% of actions complete within the maximum time. 100% within 1.5 times the maximum.
Viewport creation	1 (1) seconds	1.5 (1.5) seconds	98% of actions complete within the maximum time. 100% within 1.5 times the maximum.
World-map panning	No visible flicker.	No visible flicker.	No visible flicker.
World-map zooming	No visible flicker.	No visible flicker.	No visible flicker.
Pop-up menu, pull down menu, dialog box, etc.	1 (2) seconds	1 (2.5) seconds	Not to exceed 150% of the maximum under any condition
Display hardcopy	10/10 seconds	15/15 seconds	98% of actions complete within the maximum time. 100% within 1.5 times the maximum.
Workstation user logon	10/10 seconds	10/10 seconds	98% of actions complete within the maximum time. 100% within 1.5 times the maximum.
Trending real-time analysis update	1 (1) seconds	1 (1) seconds	None

Operations Performance

Function	Steady State (Max Time)	High Activity (Max Time)
Data Acquisition (any data source)	1 second	1 second
Supervisory Control	1 second	1second
Information Storage	1 second	1second
Alarms & Events	As occurring	As occurring
ADMS Functions		
Distribution Power Flow	10 seconds	20 seconds
Distribution Fault Location	2 seconds	3 seconds
Fault Isolation and Service Restoration	3 seconds	5 seconds
VAR Control	2 seconds	3 seconds
Insert cuts and jumpers	1 second	2 seconds
Independent System Health		
Monitor Function	10 seconds	10 seconds
Outage related functions		
Predictions Engine	10 seconds	20 seconds
Operator Actions -Push outage up/ down -Close out order	2 seconds	3 seconds
Calculate Parameters for Reliability Performance	10 seconds	30 seconds

System Loading/Performance Test	Steady State	High Activity
SCADA		
Breaker lockouts per hour	2	25
Momentary operations per hour	2	40
Analog points scanned per hour	3,600	12,800
Digital points scanned per hour	9,500	14,850
Alarms generated per hour	3,000	10,000
Users/Workstations		
Workstations logged in	10	20
Data entries per workstation per minute	3	10
User entered device operations impacting topology per hour	60	180
Displays Open - Per User	4	7
Multiple Versions of Same Window	2	20
Outage		
Preloaded existing trouble calls	15	1,200
Preloaded existing outages	30	11,200
Additional trouble calls per hour entered using ADMS Call Taking module	N/A	200
Switching		
Preloaded switching orders	5	50
New switching orders created in study session per hour	N/A	N/A
DMS Applications		
Number of FLISR sequences running per hour	N/A	N/A
Number of State Estimator executions per hour	N/A	N/A
Number of VVO executions per hour	N/A	N/A
Number of Powerflow executions per hour	N/A	N/A
Other Interfaces		
New power outage report from AMI per hour	6	5,000
Additional trouble calls per hour through APIs (multi channel)	N/A	N/A
Web queries (per hour)	1	5
Updates to Historian (per minute)	As close to real time as possible	As close to real time as possible
ICCP Link to EMS - analog measurements exchanged per minute	1	10
ICCP Link to EMS - digital measurements exchanged per hour	1	10
Performance & Load Test Parameters		
Number of hours system to run continuously while meeting UI and Operations Performance parameters during testing	24	6

APPENDIX B

Signature Page

SIGNATURE PAGE

CITY OF TACOMA TACOMA PUBLIC UTILITIES / TRANSMISSION & DISTRIBUTION

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Proposals page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

REQUEST FOR PROPOSALS PT23-0091F ADVANCED DISTRIBUTION MANAGEMENT SYSTEM (ADMS)

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

Non-Collusion Declaration

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

Bidder/Proposer's Registered Name

Signature of Person Authorized to Enter Date
into Contracts for Bidder/Proposer

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

State Business License Number
in WA, also known as UBI (Unified Business Identifier) Number

E.I.No. / Federal Social Security Number Used on Quarterly
Federal Tax Return, U.S. Treasury Dept. Form 941

State Contractor's License Number
(See Ch. 18.27, R.C.W.)

E-Mail Address for Communications

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

APPENDIX C

Sample Contract

SERVICES CONTRACT

THIS CONTRACT, made and entered into effective as of [Month] [Day], [Year] ("EFFECTIVE DATE"), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and [INSERT legal name of Supplier exactly as it appears in Ariba including any dbas or trade names], (hereinafter may be referred to as "CONTRACTOR" or "SUPPLIER");

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services

The CONTRACTOR agrees to diligently and completely perform the services or deliverables consisting of [INSERT A BRIEF DESCRIPTION OF THE WORK TO BE PERFORMED] as is described in [Exhibit A, B, ETC., if needed] attached hereto and incorporated herein.

2. Order of Precedence

To the extent there is any discrepancy or conflict between and/or amongst the terms of this Contract and Exhibit _____ and _____, the controlling terms for this Contract will be interpreted in the following order of precedence, with the first listed being the most controlling, and the last listed being the least controlling: Contract, Exhibit _____, Exhibit _____. [INSERT EXHIBIT REFERENCES IN ORDER OF WHICH IS MOST CONTROLLING]

3. Changes to Scope of Work

The CITY shall have the right to make changes within the general scope of services or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

4. Term

All services shall be satisfactorily completed on or before [INSERT CONTRACT TERMINATION DATE] and this Contract shall expire on said date unless mutually extended by a written and executed Amendment to this Contract.

5. Delay

Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

6. Compensation

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract [on the basis of] [EXHIBIT XXXX and/or a DESCRIPTION OF COMPENSATION ARRANGEMENTS –MILESTONES, TIME AND MATERIALS, LUMP SUM ETC.]

7. Prevailing Wages

- A. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
- B. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
 - 1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
 - 2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
 - 3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

8. Not to Exceed Amount

The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$ [INSERT TOTAL AMOUNT OF

CONTRACT plus applicable taxes without a written and executed Amendment to this Contract. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

9. Payment

CONTRACTOR shall submit [Pick one of the following monthly, weekly, annual, Contract milestone, other (describe in detail)] invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. For transactions conducted in SAP Ariba, invoices shall be submitted directly through Ariba. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number or other identifying number listed in the subject line to accountspayable@cityoftacoma.org.

Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

10. Payment Method

The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City, in its sole discretion, will determine the method of payment for this Contract.

11. Independent Contractor Status

The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create an employer and employee relationship. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless stated otherwise in this Contract. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of

CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.

12. Services Warranty

The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in the Scope of Work. In the performance of services under this Contract, the CONTRACTOR and its employees further agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals or service providers rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

13. Reliance on CITY Provided Data or Information

If CONTRACTOR intends to rely on information or data supplied by CITY, other CITY contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of CITY.

14. Contract Administration

[INSERT NAME TITLE AND DEPARTMENT OF CONTRACT ADMINISTRATOR] for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

15. Specific Personnel

If before, during, or after the execution of this Contract, CONTRACTOR represents to the CITY that certain personnel would or will be responsible for performing services and deliverables under this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

16. Records Related to Performance of Contract

Upon CITY's request, CONTRACTOR shall make available to CITY all accounts, records and documents related to the performance of this Contract for CITY's inspection, auditing or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract. Upon City's request CONTRACTOR shall provide to CITY any and all records or documents related to the performance of this Contract that CITY deems to be public records responsive to a request made to the CITY pursuant to the Washington State Public Records Act, Chapter 42.56 Revised Code of Washington.

17. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

If CONTRACTOR retains any City records or data hosted in a Cloud Service. CITY shall have the ability to access its records hosted in a Cloud Service at any time during the Term of this Contract. CITY may export and retrieve its records during the Term of the Contract and, no later than 30 days from the termination of this Contract, CONTRACTOR shall export CITY records to City's custody and control.

18. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY:	CONTRACTOR:
Name:	Name:
Title:	Title:
Address:	Address:
Telephone No.:	Telephone No.:
E-mail:	E-mail:

19. Termination

- A. Except as otherwise provided herein, the CITY may terminate this Contract at any time, for CITY's own reasons and without cause, by giving ten (10) business days written notice to CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.
- B. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- C. In the event of material default or breach by CONTRACTOR of any of the terms or conditions of the Contract, CITY may, at its election, procure services and deliverables under this CONTRACT from other sources, and may deduct from the

unpaid balance due CONTRACTOR, or collect against the bond or security (if any), or may invoice and recover from CONTRACTOR all costs paid in excess of the price(s) set forth in the Contract.

- D. Termination of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

20. Suspension

The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days' written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends. Suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

21. Federal Funds

If federal funds will be used to fund, pay or reimburse all or a portion of the services or deliverables provided under the Contract, the terms and conditions set forth at Appendix A to this Contract are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract. If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, Appendix B, "Sub-recipient Information and Requirements" must be completed and incorporated into and made part of this Contract.

22. Taxes

Unless stated otherwise herein, CONTRACTOR is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR holds CITY harmless from such costs, including attorney's fees.

If CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including by Tacoma City ordinance, and including by a court of law, CITY will deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the CONTRACTOR's total compensation.

23. Licenses and Permits

The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30. If applicable, CONTRACTOR must have a Washington state business license.

24. Indemnification

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the CITY, or its officers, agents, or employees. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

It is expressly agreed that with respect to design professional services performed by CONTRACTOR herein, CONTRACTOR's duty of indemnification, including the duty and cost to defend, against liability for damages arising out of such services or out of bodily injury to persons or damage to property shall, as provided in RCW 4.24.115 apply only to the extent of CONTRACTOR's negligence.

CONTRACTOR hereby warrants and represents CONTRACTOR is owner of any products, solutions or deliverables provided and licensed under this Contract or otherwise has the right to grant to CITY the licensed rights under this Contract, without violating the rights of any third party worldwide. CONTRACTOR shall, at its expense, defend, indemnify and hold harmless CITY and its employees, officers, directors, contractors, agents and volunteers from any claim or action against CITY which is based on a claim against CITY for infringement of a patent, copyright, trademark, or other propriety right or appropriation of a trade secret.

25. Title 51 Waiver

CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

26. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables provided under this Contract. The City of Tacoma Insurance Requirements documents are fully incorporated herein by reference.

Failure by CITY to identify a deficiency in the insurance documentation provided by CONTRACTOR or failure of CITY to demand verification of coverage or compliance by CONTRACTOR with these insurance requirements shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance.

27. Nondiscrimination

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

28. Conflict of Interest

No officer, employee, or agent of the CITY, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

29. City ownership of Work/Rights in Data and Publications

To the extent CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this sub-

section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract. CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

30. Public Disclosure

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements herein to mark all content considered to be confidential or proprietary, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

31. Confidential or Proprietary Records Must be Marked

If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

32. Duty of Confidentiality

CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the CITY.

Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such

obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

33. Approval for Release of Information Related to Contract

If requested by CITY, CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles without CITY's prior written approval. CONTRACTOR may submit at any time for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

34. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

35. Miscellaneous Provisions

Governing Law and Venue

Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Contract.

Assignment

The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.

No Third Party Beneficiaries

This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

Waiver

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

Severability and Survival

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

Entire Agreement

This Contract and the attached Exhibits and Appendices, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

Modification

No modification or amendment of this Contract shall be effective unless set forth in a written and executed Amendment to this Contract.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor and further represents and warrants that Contractor is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Contract.

CITY OF TACOMA:

Signature:

Name:

Title:

CONTRACTOR:

Signature:

Name:

Title:

(City of Tacoma use only - blank lines are intentional)

Director of Finance: _____

Deputy/City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

APPENDIX A
FEDERAL FUNDING

1. COPELAND ANTI-KICKBACK ACT

For Contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to

instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- G. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay

for all hours worked in excess of forty hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

4. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

5. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

6. DEBARMENT AND SUSPENSION

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.
- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

7. BYRD ANTI-LOBBYING AMENDMENT

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract is incorporated into this Contract.

8. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. **CONTRACTOR** shall be required to comply with 2 CFR part 25, and obtain a unique entity identifier and/or be registered in the federal System for Award Management as appropriate.

APPENDIX A-1

APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

Supplier certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Supplier, by Contract signature, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

APPENDIX B—Sub-recipient information and requirements

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(i) Agency Name (must match the name associated with its unique entity identifier)		(ii) Unique Entity Identifier <i>(i.e., DUNS)</i>	City of Tacoma Number for This Agreement
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds <i>Obligated</i> to the agency <i>by this action</i>: \$	(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency	(ix) Total Amount of the Federal Award <i>Committed</i> to the agency \$	
(x) Federal Award Project Description: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS— City of Tacoma			
(xi) Federal Awarding Agency: DEPARTMENT OF THE TREASURY	Pass-Through Entity: City of Tacoma	Awarding Official Name and Contact Information:	
(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)			(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Method (lump sum payment or reimbursement) REIMBURSEMENT		

SAMPLE

Exhibit A
NERC REQUIREMENTS

I. Applicability to Bulk Electric System Cyber Systems and Information

Pursuant to a directive from the North American Electric Reliability Corporation (“**NERC**”), TPU has implemented policies and procedures for the protection of facilities, systems, assets and information that are critical to the operation or support of the Bulk Electric System (“**BES**”). TPU identifies these facilities, systems, assets and information in accordance with its internal utility procedures.

If this solicitation relates to BES Cyber Systems or BCSI (as designated by TPU), then Contractor must comply with the additional requirements described in this Exhibit. Contractor represents and warrants that it has consulted with TPU to determine whether this Exhibit is applicable.

II. Definitions

The following terms are defined for use in this Exhibit:

“**Access**” means:

- 1) Unescorted access by any person to facilities, systems and functions that TPU deems critical to the support of the Bulk Electric System (“**Critical Facilities and/or Critical Systems**”), including persons working within TPU Critical Facilities and/or Critical Systems; and
- 2) Physical or electronic access by any person to BCSI, or administrative control over BCSI or systems containing BCSI. For the avoidance of doubt, disclosing BCSI to a person by any means constitutes Access to such information by that person.

“**BCSI**” means Bulk Electric System Cyber System Information in any form (whether printed or electronic) including data, files, and file attributes. BCSI is information about a BES Cyber System that could be used to gain unauthorized access or pose a security threat to the BES Cyber System, as determined by TPU. BCSI is typically classified by TPU as “NERC CIP Confidential – BCSI” or “Restricted – BCSI,” but not all BCSI data will be designated as such in all formats.

“**BES**” means Bulk Electric System.

“**PRA**” means Personal Risk Assessment.

“**NERC**” means North American Electric Reliability Corporation.

“**WECC**” means Western Electricity Coordinating Council.

III. NERC CIP Security Obligations

- A. Contractor shall comply with all cyber security policies, plans and procedures relating to the BES Cyber Systems and/or BCSI as directed by TPU. As directed by TPU, Contractor shall provide documentation and evidence demonstrating such compliance. This may include the conduct of periodic tests and audits as specified by TPU from time to time. Contractor acknowledges that Contractor’s failure to comply and demonstrate compliance may subject Contractor and/or TPU to fines and other sanctions.
- B. Before being granted Access, Contractor must satisfactorily complete TPU’s Supplier Security Review process. If Work is to be performed at Contractor locations, those locations must be approved by TPU following completion of the Supplier Security Review Process. TPU’s approval does not limit its rights to conduct periodic audits and reviews as provided in the Contract.
- C. Contractor shall ensure that (i) any BCSI that is obtained by Contractor is stored and accessed only within the United States, (ii) BCSI is not copied, exported, transferred or otherwise transmitted outside the United States, and (iii) no third party (including without

limitation any individual, corporation, government or governmental agency), system or environment located outside the United States obtains access to BCSI through Contractor. Without limiting any other term of this Contract, a third party, system, or environment will be deemed to have access to BCSI if Contractor shares BCSI with such third party, system, or environment in any manner, or if such third party uses access tokens, cards, credentials, or other means of authentication furnished to Contractor by TPU to obtain, view, download, or copy BCSI.

- D. Contractor shall ensure that any personnel requiring access successfully complete seven-year (7) background checks ("**Personnel Risk Assessments**" or "**PRAs**") and TPU-mandated security training before they obtain access, in accordance with the following requirements:
- 1) TPU Human Resources shall perform a seven-year background screening for each individual that includes each of the following criteria: (i) Social Security Number verification; (ii) City, County, State and Federal Criminal Check for felonies and misdemeanors over the past seven years (in up to three counties where the individual has lived in the past seven years); (iii) "Global Watch" (check of 19 Federal and International Terrorist Watch lists); and (iv) validation of current residence and confirmation of continuous residence at this site for a minimum of the most recent 6 months (confirmed by period of residence, employment, or education at a specific site) and validation of other locations where, during the seven years immediately prior to the date of the criminal check specified in 4a(ii) above, the individual has resided for six consecutive months or more.
 - 2) Contractor shall require that each individual complete and annually renew assigned TPU web-based training, which includes training on safety, Critical Infrastructure Protection (CIP), and cybersecurity awareness, and that they comply with TPU information security requirements, TPU codes, and procedures. Contractor shall direct that each individual complete the TPU training program online and accessible from any internet connection.
 - 3) After Contractor certifies to TPU completion of the requirements set forth in paragraphs a. through c. above, TPU will issue appropriate access credentials. TPU will deny access to any individual for whom Contractor has not completed the requirements set forth in paragraphs D(1) through (3) above.
 - 4) Every seven years, TPU shall perform background screening as described herein for each individual on continuing assignment who has access.
 - 5) Contractor and TPU shall retain documentation supporting the Personnel Risk Assessment Attestation Form for each individual with Access for a minimum of seven years.
 - 6) TPU and/or WECC will set the frequency of auditing the Contractor's PRA process and supporting records.

In addition to its other indemnity obligations hereunder, Contractor shall indemnify and hold harmless TPU for any fines, penalties or other sanctions assessed against TPU (including but not limited to fines, penalties or sanctions assessed against TPU by the WECC, NERC, or the Federal Energy Regulatory Commission (FERC) for a violation of any NERC reliability standard) caused by Contractor's failure to perform its obligations under this Contract.

Exhibit B

Infrastructure and Data Security

CONTRACTOR acknowledges that CITY Data is critical to the CITY. CONTRACTOR represents to the CITY that its product or service complies with the following relevant security standards.

CONTRACTOR shall use precautions, including but not limited to, physical, software and network security measures, employee screening, training and supervision and appropriate agreements with employees, to:

- (1) Prevent anyone other than CITY or its authorized employees, contractors or agents from monitoring, using, gaining access to or learning the import of CITY Data
- (2) Protect appropriate copies of CITY Data from loss, corruption or unauthorized alteration; and
- (3) Prevent the disclosure of CITY Data passwords and other access control information to anyone other than authorized CITY employees.

CONTRACTOR will periodically test and re-evaluate the effectiveness of such precautions. CONTRACTOR will promptly notify CITY if such precautions are violated and CITY Data are affected hereby or passwords or other access information are Disclosed. "Disclosed" means, for the purpose of this Exhibit B, any circumstance when the security, integrity, or confidentiality of any CITY Data has been compromised, including but not limited to incidents where CITY Data has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or disclosed by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose. Notwithstanding the foregoing, CONTRACTOR and its employees may use, process, view the contents of or monitor CITY Data to the extent necessary for CONTRACTOR to perform under this Agreement.

CONTRACTOR shall provide the CITY with a copy of CONTRACTOR's Information Security Policy on request.

CONTRACTOR shall take technical and organizational measures to keep CITY Data secure and to protect it against accidental loss or unlawful destruction, alteration, disclosure or access; and must deal with the CITY Data only in accordance with CITY's instruction.

CONTRACTOR shall be responsible for establishing and maintaining an information security program that is designed to:

- Ensure the security and confidentiality of the CITY Data,
- Protect against any anticipated threats or hazards to the confidentiality, availability, or integrity of the CITY Data,
- Protect against unauthorized access to or use of the CITY Data,
- Ensure the proper deletion of CITY Data,
- Ensure that all CONTRACTOR's subcontractors, if any, comply with the foregoing.

In no case shall the safeguards of the CONTRACTOR's information security program be less stringent than the information security safeguards used by the CITY's Information Security Program.

Network Interconnect Security. CONTRACTOR's network shall protect CITY Data through the implementation of security controls that adequately safeguard against intrusion, tampering, viruses and other security breaches (NIST SP 800-47). CONTRACTOR shall adhere to all CITY IT security policies, procedures, and guidelines and NIST special publications at <http://csrc.nist.gov/publications/nistpubs/>.

CONTRACTOR shall enforce the following IT security best practices:

- Least Privilege: Only authorized access to the minimum amount of resources required for a function;
- Separation of Duties: Functions shall be divided between staff members to reduce the threat that one person can commit fraud undetected;
- Role-Based Security: Access control shall be based on the role a user plays in an organization.

CONTRACTOR shall restrict CONTRACTOR or Subcontractor employees and other personnel from using resources on CITY's network unless they are supporting the purpose of the interconnection between the CITY's network and the CONTRACTOR's network.

CONTRACTOR shall review and verify CONTRACTOR personnel's continued need for access and level of access to CITY Data and CITY systems, networks and property on a semi-annual basis and will retain evidence of the reviews for two years from the date of each review.

CONTRACTOR will immediately notify CITY in writing (no later than close of business on the same day as the day of termination or change set forth below) and will immediately take all steps necessary to remove CONTRACTOR personnel's access to any CITY Data, systems, networks, or property when:

- Any CONTRACTOR personnel no longer requires such access in order to furnish the services, products, or hardware provided by CONTRACTOR under this Services Contract,
- Any CONTRACTOR personnel is terminated or suspended or his or her employment is otherwise ended,
- CONTRACTOR reasonably believes any CONTRACTOR personnel poses a threat to the safe working environment at or to any CITY property, including to employees, customers, buildings, assets, systems, networks, trade secrets, confidential Data, and/or employee or CITY Data.
- There are any material adverse changes to any CONTRACTOR personnel's background history, including, without limitation, any information not previously known or reported in personnel's background report or record,
- any CONTRACTOR personnel loses their U.S. work authorization, or
- CONTRACTOR's provisions of products, services and hardware to CITY under this Services Contract or any SOW is either completed or terminated, so that CITY can discontinue electronic and/or physical access for such CONTRACTOR personnel.

CONTRACTOR will take all steps reasonably necessary to immediately deny such CONTRACTOR personnel electronic and physical access to CITY Data as well as CITY property, systems, or networks, including, but not limited to, removing and security individual credentials and access badges, RSA tokens, and laptops, as applicable, and will return to CITY any CITY-issued property including, but not limited to, CITY photo ID badge, keys, parking pass, documents, or laptop in the possession of such CONTRACTOR personnel. CONTRACTOR will notify CITY once access to CITY Data as well as CITY property, systems, and networks has been removed.

CONTRACTOR shall immediately notify the CITY by telephone and email, and subsequently via written letter, when a Security Incident is detected, so that the CITY may take steps to determine whether its network has been compromised and take appropriate security precautions. "Security Incident" means any circumstance when (i) CONTRACTOR knows or reasonably believes that CITY Data hosted or stored by the CONTRACTOR has been Disclosed; (ii) CONTRACTOR knows or reasonably believes that an act or omission has compromised or may reasonably compromise the cybersecurity of the products and services; including hardware, provided to CITY by CONTRACTOR or the physical, technical, administrative, or organizational safeguards protecting CONTRACTOR's systems or CITY's systems storing or hosting CITY Data; or (iii) CONTRACTOR receives any complaint, notice, or communication which relates directly or indirectly to (A) CONTRACTOR's handling of CITY Data or CONTRACTOR's compliance with the data safeguards in this Services Contract or applicable law in connection with CITY Data or (B) the cybersecurity of the products and services; including hardware, provided to CITY by CONTRACTOR.

Location of Data. CONTRACTOR warrants and represents that it shall transmit, store and process CITY Data and content only in the continental United States.

Data Breaches. In the event of a breach of CITY Data, the CITY reserves the right to participate in breach root cause analysis activities undertaken by the CONTRACTOR. CONTRACTOR shall report, orally and in writing, to the CITY any use or disclosure of CITY Data or content not authorized by the Agreement or in writing by the CITY including any reasonable belief that an unauthorized individual has accessed CITY Data or CITY Materials. CONTRACTOR shall make the report to CITY immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after CONTRACTOR reasonably believes there has been such unauthorized use or disclosure.

CONTRACTOR shall report:

- The approximate date and time of the occurrence if precisely known
- A summary of the facts and circumstances of the Security Incident, including a description of
 - The covered CITY Data or CITY Materials
 - Who made the unauthorized use or received the unauthorized disclosure
 - What CONTRACTOR has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure
 - What corrective action CONTRACTOR has taken or shall take to prevent future similar unauthorized use or disclosure

- CONTRACTOR shall provide such other information, including a written report, as reasonably requested by the CITY

Notwithstanding any other provisions in the Agreement, CONTRACTOR shall be liable for all damages, fines and corrective action arising from unauthorized use or disclosure of such information caused by CONTRACTOR's breach of its data security or confidentiality provisions hereunder.

SAMPLE

Exhibit C

Hardware, Firmware, Software, and Patch Integrity and Authenticity

CONTRACTOR understands that CITY hardware, firmware, software, and all associated patch integrity is subject to CIP-013 of the North American Reliability Corporation.

(a) CONTRACTOR shall establish, document, and implement risk management practices for supply chain delivery of hardware, software (including patches), and firmware provided under this Services Contract. CONTRACTOR shall provide documentation on its: chain-of-custody practices, inventory management program (including the location and protection of spare parts), information protection practices, integrity management program for components provided by sub-CONTRACTORS, instructions on how to request replacement parts, commitment to ensure that for the period of performance under an SOW, spare parts shall be made available by CONTRACTOR.

(b) CONTRACTOR shall specify how digital delivery for procured products (e.g., software and data) including patches will be validated and monitored to ensure the digital delivery remains as specified. If CITY deems that it is warranted, CONTRACTOR shall apply encryption to protect procured products throughout the delivery process.

(i) If CONTRACTOR provides software or patches to CITY, CONTRACTOR shall publish or provide a hash conforming to the Federal Information Processing Standard (FIPS) Security Requirements for Cryptographic Modules (FIPS 140-2) or similar standard information on the software and patches to enable CITY to use the hash value as a checksum to independently verify the integrity of the software and patches and avoid downloading the software or patches from CONTRACTOR's website that has been surreptitiously infected with a virus or otherwise corrupted without the knowledge of CONTRACTOR.

(c) CONTRACTOR shall identify the country (or countries) of origin of the procured product and its components (including hardware, software, and firmware). CONTRACTOR will identify the countries where the development, manufacturing, maintenance, and service for the product are provided. CONTRACTOR will notify CITY of changes in the list of countries where product maintenance or other services are provided in support of the procured product. This notification shall occur 180 days prior to initiating a change in the list of countries.

(d) CONTRACTOR shall use trusted channels to ship procured products, such as U.S. registered mail.

(e) CONTRACTOR shall demonstrate a capability for detecting unauthorized access throughout the delivery process.

(f) CONTRACTOR shall demonstrate chain-of-custody documentation for procured products as determined by CITY in its sole discretion and require tamper-evident packaging for the delivery of this hardware.²¹

Patching Governance:

(a) Prior to the delivery of any products and services to CITY or any connection of electronic devices, assets or equipment to CITY's electronic equipment, CONTRACTOR shall provide documentation regarding its patch management and vulnerability management/mitigation programs and update

process (including third-party hardware, software, and firmware) for products, services, and any electronic device, asset, or equipment required to be connected to the assets of CITY during the provision of products and services under this Agreement. This documentation shall include information regarding:

- (i) the resources and technical capabilities to sustain this program and process such as CONTRACTOR's method or recommendation for how the integrity of a patch is validated by CITY; and
- (ii) CONTRACTOR's approach and capability to remediate newly reported zero-day vulnerabilities.

(b) Unless otherwise approved by the CITY in writing, current or supported version of CONTRACTOR products and services shall not require the use of out-of-date, unsupported, or end-of-life version of third-party components (e.g., Java, Flash, Web browser, etc.).

(c) CONTRACTOR shall verify and provide documentation that procured products (including third-party hardware, software, firmware, and services) have appropriate updates and patches installed prior to delivery to CITY.

(d) In providing the products and services described in this Services Contract CONTRACTOR shall provide appropriate software and firmware updates to remediate newly discovered vulnerabilities or weaknesses within a negotiated time period. Updates to remediate critical vulnerabilities shall be provided within thirty (30) days. If updates cannot be made available by CONTRACTOR within these time periods, CONTRACTOR shall provide mitigations and/or workarounds within a negotiated time period.

(e) When third-party hardware, software (including open-source software), and firmware is provided by CONTRACTOR to CITY, CONTRACTOR shall provide appropriate hardware, software, and firmware updates to remediate newly discovered vulnerabilities or weaknesses within a negotiated time period. Updates to remediate critical vulnerabilities shall be provided within thirty (30) days. If these third-party updates cannot be made available by CONTRACTOR within these time periods, CONTRACTOR shall provide mitigations and/or workarounds within a negotiated time period.

Viruses, Firmware and Malware:

(a) CONTRACTOR will use reasonable efforts to investigate whether computer viruses or malware are present in any software or patches before providing such software or patches to CITY.

(b) CONTRACTOR warrants that it has no knowledge of any computer viruses or malware coded or introduced into any software or patches, and CONTRACTOR will not insert any code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging information or functionality.

(c) When install files, scripts, firmware, or other CONTRACTOR delivered software solutions are flagged as malicious, infected, or suspicious by an anti-virus vendor through open source solutions like "Virus Total," CONTRACTOR must provide technical proof as to why the "false positive" hit has taken place to ensure their code's supply chain has not been compromised.

(d) If a virus or other malware is found to have been coded or otherwise introduced as a result of CONTRACTOR's breach of its obligations under this Services Contract, CONTRACTOR shall immediately and at its own cost:

- (i) Take all necessary remedial action and provide assistance to CITY to eliminate the virus or other malware throughout CITY's Data, networks, computer systems, and information systems, regardless of whether such systems or networks are operated by or on behalf of CITY; and
- (ii) If the virus or other malware causes a loss of operational efficiency or any loss of Data

(A) where CONTRACTOR is obligated under this Services Contract to back up such Data, take all steps necessary and provide all assistance required by CITY and its affiliates, and

(B) where CONTRACTOR is not obligated under this Services Contract to back up such Data, use commercially reasonable efforts, in each case to mitigate the loss of or damage to such Data and to restore the efficiency of such Data.

APPENDIX D

City of Tacoma Insurance Requirements



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

expiration via email sent annually to coi@cityoftacoma.org.

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

3.2 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

3.3 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

3.4 Professional Liability Insurance or Errors and Omissions

For contracts with professional licensing, design, or engineering services. Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract. Contractor shall maintain this coverage for Two Million Dollars (\$2,000,000) if the policy limit includes the payment of claims or defense costs, from the policy limit. If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

3.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

3.6 Cyber/Privacy and Security Insurance



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

Contractor shall maintain Cyber Privacy and Security Insurance with coverage of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate that includes, but is not limited to, coverage for first party costs and third-party claims. Coverage shall include loss resulting from data security/privacy breach, unauthorized access, denial of service attacks, introduction of virus and malicious code, network security failure, dissemination or destruction of electronic data, business interruptions, privacy law violation, and disclosure of non-public, personal and confidential information, and failure to disclose breaches as required by law or Contract. Coverage shall include notifications and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data. Coverage shall also include communications liability (e.g., infringement of copyrights, title, slogan, trademark, trade name, trade dress, service mark, or service name in the policy holders covered material).

3.7 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.